

COTTONWOOD HEIGHTS

RESOLUTION No. 2012-45

A RESOLUTION APPROVING ENTRY INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH UTAH VETERINARY CENTER, LC FOR EMERGENCY VETERINARY CARE SERVICES

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 14 August 2012 to consider, among other things, approving an independent contractor agreement (the "*Agreement*") with Utah Veterinary Center, LC ("*Contractor*") whereunder Contractor would, *inter alia*, provide emergency veterinary care services in connection with the City's self-provision of animal control services within its jurisdiction; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the attached Agreement is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City; and be it

FURTHER RESOLVED by the Cottonwood Heights city council that any final changes to the attached Agreement that are required via negotiations between the City and Contractor may be approved by the City's mayor and manager, in consultation with the City attorney, without any need for additional Council approval of such changes .

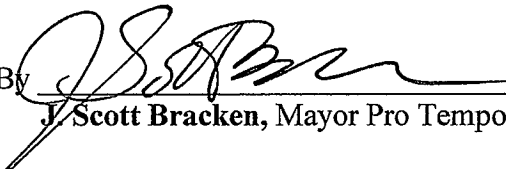
This Resolution, assigned no. 2012-45, shall take effect immediately upon passage.

PASSED AND APPROVED effective 14 August 2012.

COTTONWOOD HEIGHTS CITY COUNCIL



Linda W. Dunlavy, Recorder

By 
J. Scott Bracken, Mayor Pro Tempore

VOTING:

Kelvyn H. Cullimore, Jr.	<i>Absent</i>
Michael L. Shelton	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 14th day of August 2012.

RECORDED this __ day of August 2012.

583028.1

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "*Agreement*") is entered into effective _ August 2012 by and between **COTTONWOOD HEIGHTS**, a Utah municipality ("*City*") and **UTAH VETERINARY CENTER, LC**, a Utah limited liability company ("*Contractor*").

RECITALS:

A. City provides animal control services within its jurisdiction. Occasionally, animals picked up by City personnel, or animals being held by City at the animal shelter located at 8715 South 700 West, Sandy, Utah (the "*Shelter*"), require emergency veterinary care. Consequently, City is in need of a qualified provider of emergency veterinary services to treat animals ("*City Animals*") in City's custody or control.

B. Contractor is a full-service veterinary facility that is licensed and qualified to provide emergency veterinary services of the type needed by City. Contractor also is licensed and qualified to provide more routine veterinary care for City's police dogs (the "*K-9s*")

C. City desires to retain Contractor to provide emergency veterinary services, and veterinary care for the K-9s, as specified in this Agreement.

D. The parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Employment of Contractor.** City hereby engages Contractor, and Contractor hereby agrees, to provide emergency veterinary services to City Animals, and veterinary care for the K-9s, as provided in this Agreement.

2. **Detailed Description of the Services.** In furtherance of this Agreement, Contractor shall do, perform, and carry out in a good, professional manner, all emergency veterinary services to City Animals, and veterinary care for the K-9s, that are requested or authorized, verbally or in writing, from time to time by any City or Shelter personnel (the "*Services*"). Depending on the circumstances involved, the Services may be performed at the Shelter or at Contractor's own facility.

3. **Fees for Services.** City shall pay Contractor for Services actually performed pursuant to the fee schedule set forth on the attached exhibit. Contractor shall endeavor to give City a pre-estimate of anticipated charges for any requested Services, and shall be required to obtain City's pre-approval of Services if anticipated charges in any specific instance are expected to exceed \$100.

Such approval may be given by any of City's animal control officers or any supervisor (sergeant, lieutenant, assistant chief or chief) of City's police department.

4. **Method of Payment.** Contractor shall submit monthly to City a detailed invoice setting forth the Services performed since the last monthly billing, and specifying the charges therefor computed as specified on the attached exhibit. City shall pay (or provide a reasoned objection to) the amount set forth in the current invoice within thirty (30) days after receipt.

5. **Services Performed in a Professional, Reasonable Manner.** Contractor shall perform the Services in a professional, reasonable, responsive manner in compliance with all laws and applicable standards of performance. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Contractor.

6. **Personnel, Equipment and Facilities.** Except as otherwise specified in this Agreement, Contractor shall at its sole cost furnish all supervision, personnel, labor, equipment, materials, supplies, communication facilities, vehicles for transportation, and shall obtain all licenses and permits, necessary or incidental to performing any and all of the Services. Contractor shall not use City staff as a means to perform the Services in lieu of using Contractor's own staff.

7. **Assignment and Delegation.** Contractor shall not assign or delegate the performance of its duties under this Agreement without City's prior written consent.

8. **Independent Contractor Status.** Contractor shall perform the Services as an independent contractor, and all persons employed by Contractor in connection herewith shall be employees or independent contractors of Contractor and not employees of City in any respect.

(a) **Control.** Contractor shall have complete control and discretion over all personnel providing Services hereunder.

(b) **Salary and Wages.** City shall not have any obligation or liability for the payment of any salaries, wages or other compensation to personnel providing Services hereunder.

(c) **No Employment Benefits.** All personnel providing Services are and shall be and remain Contractor's employees, and shall have no right to any City pension, civil service, or any other City benefits pursuant to this Agreement or otherwise.

9. **Termination.** Either party may terminate this Agreement upon 30 days prior written notice to the other party. Neither party shall have any liability to the other for damages nor other losses because of termination of this Agreement, provided; however, City shall pay Contractor all amounts due for actual work performed within the scope of Services, as specified herein.

10. **Indemnification.** Contractor shall defend, indemnify, save and hold harmless City (including, without limitation, its elected and appointed officers, employees, successors and assigns) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorneys' fees and cost of suit), relating to or arising in any way

from the Services provided, or to be provided, hereunder. Contractor shall so defend, indemnify, save and hold harmless City whether such demands, liabilities, claims, damages, actions and/or proceedings are attributable to the simple negligence, gross negligence, recklessness or intentional misconduct of Contractor (or any officers, employees, agents, subcontractors, etc. of Contractor), or under any other applicable legal theory, and shall be effective whether or not such negligence, recklessness or other misconduct reasonably was foreseeable. Nothing herein shall, however, require Contractor to indemnify as provided in this section with respect to (a) City's own negligence or intentional misconduct, or (b) any demand, liability, claim, damage, action and/or proceeding not alleged to relate to the Services provided, or to be provided, by Contractor hereunder.

11. **Insurance.** Without limiting any indemnity or other obligations of Contractor hereunder, Contractor shall, prior to commencing work hereunder, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies which include provisions or endorsements naming City and its designees as an additional insured, and shall furnish proof thereof satisfactory to City prior to commencement of performance of the Services hereunder, and thereafter promptly when requested:

(a) **Commercial general liability insurance** coverage with a minimum single limit of \$2,000,000.00. The coverage shall include bodily injury and property damage liability coverage, contractual liability coverage, products and completed operations coverage, as well as coverage to protect against and from all loss by reason of injury to persons or damage to property, including Contractor's own workers and all third persons, property of City and all third parties based upon and arising out of the negligent performance of Contractor's operations hereunder, including the operations of its subcontractors of any tier.

(b) **Business automobile liability insurance** coverage with a minimum single limit of \$1,000,000.00 for bodily injury and property damage with respect to Contractor's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Services. Contractor may elect to not provide this coverage if no Contractor-owned or hired automobiles are used in performance of the Services, provided, however, that Contractor shall defend, indemnify and hold City harmless from any and all claims, damages, actions, proceedings, fees (including attorneys fees) and costs incurred by City arising from or in any way related to use of any automobile by Contractor or any of its employees, subcontractors or other related parties in performance of the Services.

(c) **Workers' compensation insurance** coverage as required by applicable workers' compensation and employer's liability statutes.

The foregoing insurance policies shall be through reputable, licensed insurers reasonably acceptable to City, and specifically shall provide that such insurance may not be terminated or reduced without at least thirty (30) days' prior written notice to City.

12. **Laws and Regulations.** Contractor shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and

safety. Contractor shall comply with equal opportunity laws and regulations to the extent that they are applicable.

13. **Alcohol and Drug-Free Work Place.** All personnel during such time that they provide Services shall not be under the influence of alcohol, any drug, or combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Services. Further, all personnel during such time that they provide Services shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of UTAH CODE ANN. § 41-6-44 or any measurable controlled substance in his body that would constitute a violation of UTAH CODE ANN. § 41-6-44.6.

14. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as granting to Contractor any exclusive right to perform any or all Services (or similar services) now or hereafter required by City.

15. **Conflict Resolution.** Except as otherwise provided for herein, any dispute between the parties regarding the Services which is not disposed of by agreement shall be decided by City, which shall provide written notice of the decision to Contractor. Such decision by City shall be final unless Contractor, within thirty (30) calendar days after such notice of City's decision, provides to City a written notice of protest, stating clearly and in detail the basis thereof. Contractor shall continue its performance of this Agreement during such resolution. If the parties do not thereafter agree to a mutually-acceptable resolution, then they shall resolve the dispute pursuant to section 16 below.

16. **Claims and Disputes.** Unresolved claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Contractor shall continue to perform the Services during any such litigation proceedings and City shall continue to make undisputed payments to Contractor in accordance with the terms of this Agreement.

17. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

City: COTTONWOOD HEIGHTS
Attn. Robby Russo, Chief of Police
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047

with a copy to: Wm. Shane Topham
CALLISTER NEBEKER & MCCULLOUGH
10 East South Temple, 9th Floor
Salt Lake City, UT 84133

Contractor: UTAH VETERINARY CENTER, LC
308 West 7200 South
Midvale, UT 84047

18. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) **Time.** Time is the essence hereof.

(f) **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

(i) **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such

condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(j) Litigation. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

(k) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(m) Authorizations. Each person signing this Agreement represents and warrants that he is authorized to sign this Agreement for the party indicated.

DATED effective the date first-above written.

CITY:

ATTEST:

COTTONWOOD HEIGHTS

Linda W. Dunlavy, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor

CONTRACTOR:

UTAH VETERINARY CENTER, LC,
a Utah limited liability company

By: _____
Dennis C. Law, Manager

Exhibit to
Independent Contractor Agreement

(Attach Fee Schedule)



24/7 Emergency & Specialty Care

308 W 7200 South
Midvale, UT 84047

P: 801 871.0600

F: 801 566.1155

Procedure Price List

Utah Veterinary Center appreciates considering our doctors and services in meeting your referral needs. Please use the listed procedure prices when discussing referral options with your clients.*

Consultation Fees

Emergency Examination	\$82.00
Ophthalmology Examination	\$110.00
Surgery Examination	\$110.00

Diagnostic Procedures

	Range	
ERG (Minor)	\$225.00	\$300.00
Ocular Ultrasound	\$125.00	\$150.00
ERG & Ocular Ultrasound	\$350.00	\$500.00
CT scan- Elbows/Stifles	\$950.00	\$1,000.00
CT scan- Abdomen/Thorax, w/contrast	\$1,100.00	\$1,400.00
CT scan- Spine, cervical	\$1,100.00	\$1,400.00
CT Scan- Spine, thoracolumbar	\$1,100.00	\$1,400.00
MRI- Cranium	\$1,600.00	\$2,000.00
MRI- Spine	\$1,600.00	\$2,000.00

Neurologic Procedures

Atlantoaxial Stabilization	\$2,600.00	\$3,300.00
Cervical instability- Stabilization	\$3,000.00	\$4,100.00
Laminectomy- Hemi	\$2,900.00	\$4,000.00
Ventral slot surgery	\$2,900.00	\$4,000.00

Ophthalmic Procedures

Canthoplasty, nasal & temporal	\$1,700.00	\$1,900.00
Conjunctival graft- One eye	\$1,500.00	\$1,800.00
Cryotherapy- Eyelid tumor, multiple	\$450.00	\$550.00
Cryotherapy- Eyelid tumor, single	\$325.00	\$425.00
Distichia- Cryotherapy, both eyes	\$1,200.00	\$1,400.00
Distichia- Cryotherapy, one eye	\$950.00	\$1,100.00
ECP- Glaucoma, both eyes	\$1,650.00	\$1,900.00
ECP- Glaucoma, one eye	\$1,350.00	\$1,600.00
Ectopic Cilia- Cryo and Electro	\$950.00	\$1,100.00
Entropion- Two eyelids	\$1,100.00	\$1,300.00

Ophthalmic Procedures (cont.)		Range	
Enucleation/Exeneration- Both eyes	\$1,450.00	\$1,700.00	
Enucleation/Exenteration- One eye	\$1,050.00	\$1,200.00	
Intrascleral prosthesis- Both eyes	\$1,800.00	\$2,100.00	
Intrascleral prosthesis- One eye	\$1,300.00	\$1,500.00	
Keratotomy- One eye	\$1,400.00	\$1,600.00	
Kuhnt-Szymanowski procedure- Both eyes	\$2,200.00	\$2,400.00	
Lens extraction- Both eyes	\$3,500.00	\$3,850.00	
Lens extraction- One eye	\$2,550.00	\$2,800.00	
Parotid duct transposition- Bilateral	\$2,200.00	\$2,500.00	
Parotid duct transposition- Unilateral	\$1,700.00	\$1,900.00	
Orthopedic Procedures			
Amputation- Limb	\$2,100.00	\$2,600.00	
Arthrodesis- Carpus, Tarsus	\$2,600.00	\$3,100.00	
Cruciate ligament tear- TightRope	\$2,300.00	\$2,600.00	
Cruciate ligament tear- TPLO or TTA	\$2,600.00	\$2,900.00	
Fragmented coronoid process- Bilateral	\$1,900.00	\$2,300.00	
Fragmented coronoid process- Unilateral	\$1,600.00	\$1,900.00	
Fx- Femur, Capital physeal Fx	\$2,500.00	\$2,800.00	
Fx- Femur, Distal Salter Fx	\$2,300.00	\$2,800.00	
Fx- Humerus, condyle	\$2,200.00	\$2,700.00	
Fx- Long Bone	\$2,200.00	\$2,900.00	
Fx- Metacarpals/Metatarsals	\$1,800.00	\$2,300.00	
Fx- Pelvis	\$2,500.00	\$3,200.00	
Fx- Vertebra	\$3,300.00	\$4,400.00	
Luxation- CF	\$2,400.00	\$2,800.00	
Luxation- Patella, bilateral	\$2,600.00	\$2,900.00	
Luxation- Patella, unilateral	\$2,100.00	\$2,400.00	
Luxation- Sacroiliac	\$2,300.00	\$2,600.00	
Mandibulectomy- Partial	\$1,800.00	\$2,500.00	
OCD- Stifle, Shoulder, Tarsus	\$2,000.00	\$2,400.00	
Osteotomy- Femoral head and neck	\$1,900.00	\$2,200.00	
Osteotomy- Corrective, antebrachium/femur	\$2,800.00	\$3,500.00	
Tendon- Bicipital tendon transposition	\$2,000.00	\$2,300.00	
Tendon- Calcaneal tendon rupture	\$2,200.00	\$2,700.00	
Total hip replacement	\$4,500.00	\$5,000.00	
Triple/DbI pelvic osteotomy	\$2,700.00	\$3,000.00	
Ununited anconeal process- Bilateral	\$2,400.00	\$2,700.00	
Ununited anconeal process- Unilateral	\$2,000.00	\$2,300.00	
Arthroscopic assisted procedures	Add \$400		
Soft-tissue Procedures			
Abdominal exploratory	\$2,050.00	\$2,750.00	
Adrenalectomy	\$1,800.00	\$2,300.00	
Bulla osteotomy- Ventral	\$1,800.00	\$2,100.00	
Cholecystectomy	\$2,350.00	\$2,650.00	
Cholecystoduodenostomy	\$2,800.00	\$3,300.00	
Cleft palate repair	\$1,800.00	\$2,100.00	

Soft-tissue Procedures (cont.)	Range	
Ear ablation w/Bulla- Bilateral	\$2,450.00	\$2,950.00
Ear ablation w/Bulla- Unilateral	\$2,250.00	\$2,550.00
Ear canal resection- Bilateral	\$2,250.00	\$2,650.00
Ear canal resection- Unilateral	\$1,800.00	\$2,200.00
Gastric surgery	\$1,900.00	\$2,600.00
Gastropexy	\$2,000.00	\$2,300.00
Gastrotomy/Enterotomy	\$1,800.00	\$2,300.00
GDV	\$3,000.00	\$3,700.00
Hepatic/Biliary surgery	\$2,200.00	\$3,200.00
Hernia- Diaphragmatic	\$2,200.00	\$2,900.00
Hernia- Perineal, bilateral	\$2,900.00	\$3,500.00
Hernia- Perineal, unilateral	\$2,250.00	\$2,850.00
Laryngeal paralysis surgery	\$1,900.00	\$2,400.00
Lobectomy- Lung	\$2,700.00	\$3,400.00
Nephrectomy	\$2,500.00	\$3,200.00
Oral tumor resection	\$2,000.00	\$2,700.00
PDA surgery	\$2,850.00	\$3,350.00
Perianal Adenoma Sx	\$1,650.00	\$2,150.00
Pericardectomy	\$2,700.00	\$3,200.00
Perineal Urethrostomy	\$1,800.00	\$2,200.00
Portosystemic shunt correction	\$2,600.00	\$3,200.00
Salivary Gland Resection	\$2,000.00	\$2,400.00
Small Intestine- Enterotomy	\$1,800.00	\$2,200.00
Small Intestine- Resection/Anastomosis	\$1,900.00	\$2,400.00
Soft Palate Resection	\$1,400.00	\$1,900.00
Splenectomy	\$1,900.00	\$2,600.00
Stenotic Nares Correction	\$1,450.00	\$1,750.00
Thyroidectomy	\$1,850.00	\$2,350.00
Tracheal Collapse- Stent Placement	\$2,500.00	\$3,400.00
Ureter surgery- Ectopic	\$2,250.00	\$2,750.00
Laparoscopic/Thoroscopic assisted procedures	Add \$400	
Emergency (After-hours) Surgery	Add \$400	

The above list represents common procedures that are requested by our referral hospitals. Many additional surgical and diagnostic procedures are available. Please call for information regarding price quotes for procedures that are not listed.

*The listed prices are based on averages and are to be used as an accurate guide for understanding procedure costs. Individual cases may be influenced by the patient's overall health condition. Every client will receive an accurate estimate of all health care services at the time of examination and prior to any provided care.